22 June 2012

Dear Mrs Farshbaf Khalili,

Please find enclosed the revised agreement No.: TR/12/049-051REV1 for the Farsi translation and publication of:


Please note that the revised agreement replaces agreement No. TR/12/049-051, which is now considered null and void. Thank you for returning one counter-signed original copy of the revised agreement to my attention at the address mentioned above and one scanned copy by email to aboumradec@who.int

Before production, please kindly provide the front cover, copyright page, title page, and back cover of each translated versions for approval by email to wangji@who.int.

Yours Sincerely,

Jing Cavallanti-Wang
WHO Press
World Health Organization

Organization mondiale de la Santé • Всемирная организация здравоохранения • Organización Mundial de la Salud
AGREEMENT FOR GRANTING TRANSLATION AND PUBLICATION RIGHTS

BETWEEN

The World Health Organization (WHO), 20 Avenue Appia, 1211 Geneva 27, Switzerland

and

Faculty of Nursing and Midwifery, Tabriz University of Medical Sciences and Health Services, End of southern Shariati street, Tabriz, the Islamic Republic of Iran (the Publisher)

WHEREBY it is mutually agreed as follows:

1. WHO hereby grants to the Publisher a non-exclusive licence to translate the following work:

   See attached Exhibit I (the Work)

from the English language into the Farsi language. The Publisher is also granted a non-exclusive sublicensable worldwide licence to publish in electronic format to market, and to distribute the translated Work (the Translation) in its entirety only during the whole term of copyright.

2. The copyright in the Work remains vested in WHO. The copyright in the Translation shall be vested in the Publisher. WHO shall retain all rights not specifically granted under this Agreement.

The Publisher shall print the following statement in Farsi except for the title, which shall be in English prominently on the copyright page (verso) of the translated editions:

Published by the World Health Organization in 2008  
under the title See attached Exhibit I  
© World Health Organization 2008

The Director General of the World Health Organization has granted translation and publication rights for an edition in Farsi to the Tabriz University of Medical Sciences and Health Services, which is solely responsible for the Farsi edition.

4. The Publisher shall be solely responsible for the quality of the Translation. The Translation shall be faithful to the whole Work and rendered into good literary and
scientific language. No modifications (abridgement, addition or deletion) to the text of the Translation are permitted.

5. The name and logo of the Publisher shall appear on the cover and title page.

6. On the cover, dust-jacket or title page, and in the Publisher's catalogue and announcements, nothing shall be printed which might give the impression that the Translation has been prepared or published by WHO.

7. No commercial announcements or advertisements, other than those referring to publications, shall be included in the translated editions. It shall nowhere be stated or implied that WHO endorses a specific company or product.

8. Prior to publication the Publisher shall send for approval to the Coordinator, WHO Press, of the World Health Organization, Geneva, Switzerland, page-proofs of the cover page, title-page, back cover and any other preliminary matter, together with any text to be printed on the cover or dust-jacket.

9. In return for the grant of translation rights, the Publisher shall give one electronic copy (text searchable PDF) of each translated edition to WHO free of charge with permission to make the PDF of the translation available on the Organization's Internet web site. The Publisher shall provide the electronic file by email, or WHO FTP site, or the web link to the Office of the Coordinator, WHO Press of the World Health Organization, 20 Avenue Appia, CH-1211 Geneva 27, Switzerland.

10. On the understanding that the subject edition is to be published in electronic format and be disseminated without any charge, no royalties or other financial compensation shall be payable to WHO under this agreement.

11. As an intergovernmental organization and by virtue of Article III, Section 9 (a) of the Convention on the Privileges and Immunities of the Specialized Agencies, 1947, WHO is exempt from all direct taxes on its assets, income and property.

12. The rights granted to the Publisher under this Agreement may not be transferred or assigned without the prior written agreement of WHO.

13. This Agreement shall not enter into force unless received by WHO, after being signed by a person duly authorized to bind the Publisher, within three months of the date of signature by the responsible technical officer of WHO.

14. If the Work has not been translated and published within one year of the date of signature of the Agreement, the rights of translation into the language concerned shall revert to the World Health Organization, which shall be free to grant them to another Publisher.
15. If at any time the Publisher allows the Translation to go off the market under all conditions specified in Article 10, and if within six months after receiving written notice from WHO to do so, a new edition has not been produced, then all rights granted under this Agreement shall immediately and without further notice revert to WHO.

16. Any other conditions shall be agreed upon by exchange of letters between the Publisher and WHO.

17. Any dispute relating to the interpretation or application of this contract shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. Arbitration shall be conducted in accordance with the modalities to be agreed between the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral awards as final.

18. Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

We hereby declare that we accept the above conditions

Signed on behalf of the Faculty of Nursing and Midwifery, Tabriz University of Medical Sciences and Health Services

........................................................................

Title: ..............................................
Date: ..............................................

Signed on behalf of the World Health Organization

........................................................................

Dr Hooman Momen
Title: Coordinator, WHO Press
Date: 22 June 2012
Exhibit 1

   http://whqlibdoc.who.int/publications/2008/9789241546669_1_eng.pdf

   http://whqlibdoc.who.int/publications/2008/9789241546669_4_eng.pdf

   http://whqlibdoc.who.int/publications/2008/9789241546669_5_eng.pdf